a long period of time. *Chicago, B. & O. R. R. Co.* v. *Iowa*, 94 U. S. 155, 24 L. Ed. 94.

Although there is a dearth of authority on the exact point decided in the principal case, it can be easily seen from the adjudicated cases bearing on the question that the contract in the principal case was made subject to the right of the State to assume again its power to regulate intrastate rates. For it is clear that no legislative act is irrepealable unless it assumes the form and substance of a contract. *Bloomer* v. *Stolley*, 5 McLean 158, Fed. Cas. No. 1,559; *State* v. *Pond*, 93 Mo. 606, 6 S. W. 469. And it has been uniformly held by the Supreme Court of the United States that contracts between private parties and common carriers fixing compensation to be paid for transportation, though made under State or Federal authority, are made subject to the right of the State or of congress to modify or annul them under their sovereign power to regulate rates. *Louisville & Nashville R. R. Co.* v. *Motley*, 219 U. S. 467, 31 Sup. Ct. 265, 55 L. Ed. 297, 34 L. R. A. (N. S.) 671; *Portland R. R. Co.* v. *Oregon Railroad Commission*, 229 U. S. 397, 33 Sup. Ct. 820, 57 L. Ed. 1249. And it has been held that a contract, such as the one in the principal case, was rendered unenforceable without impairing its obligation, by the State passing subsequent laws regulating rates. *Seaman* v. *M. & P. R. R. Co.* (Minn.), 149 N. W. 134. This principle is further supported by the fact that contracts made with municipal service corporations by individuals regarding rates, are made subject to whatever power the city has to modify or change the rates to be charged. *Portland, Ry. & Light Co.* v. *City of Portland*, 200 Fed. 890; *City of Knoxville* v. *Knoxville Water Co.*, 189 U. S. 434, 23 Sup. Ct. 531, 47 L. Ed. 887.

CARRIERS—SEIZURE UNDER LEGAL PROCESS—LIABILITY OF CARRIER.—A consignment of fruit was shipped over the defendant's line. In an action of replevin by a creditor of the consignee, in which a bond was required for the consignee's protection, the fruit was seized and sold. The defendant gave no notice of such seizure until after the sale; and, before the consignee took any steps to set up his claim in the action, the defendant bound itself to surrender all rights in the fruit to the plaintiff and released the bond given as security. *Held*, defendant was liable to the consignee for the value of the shipment. *Martorana* v. *Baltimore & Ohio R. R. Co.*, 151 N. Y. Supp. 840.

A well-recognized exception exists exempting carriers from liability as an insurer where goods were seized under legal process. *Stiles* v. *Davis*, 1 Black (U. S.) 101. But the carrier can only justify itself in such cases by showing that the seizure was under process apparently valid. *Merriman* v. *Great Northern Ex. Co.*, 63 Minn. 543, 65 N. W. 1080. And notice of the seizure must be given by the carrier to the consignee in order to terminate its liability. *Spiegel* v. *Pacific Mail S. S. Co.*, 26 Misc. 414, 56 N. Y. Supp. 171. Delay in giving such notice also fixes the liability of the carrier, for the consignee should be given every advantage in defending his rights in the property; especially where the delay is negligent or collusive. *Robinson* v. *Memphis & C. R. R. Co.* (C. C.), 16 Fed. 57. In the principal case the carrier was guilty of a breach of its duty in failing to notify the consignee of the seizure. This, in itself,

would render the carrier liable. *Spiegel* v. *Pacific Mail S. S. Co., supra.* And the carrer also consented to the claims of the plaintiffs in the replevin action. Furthermore, it released the bond given to secure the consignee's claim. *A fortiori,* the carrier should be held liable to the consignee for the value of the shipment.

CONFLICT OF LAWS—FOREIGN LAW NOT PLEADED OR PROVED—PRESUMPTIONS. —Plaintiff's husband was killed by a train in Oklahoma, and plaintiff brought suit in Missouri for damages for the wrongful death. The Oklahoma law was not pleaded or proved. On a question of whether the humanitarian rule existed in Oklahoma, it was *held,* the law of the forum will be applied where the foreign law is not pleaded or proved. *Baker* v. *St. Louis & S. F. R. Co.* (Mo.), 172 S. W. 1185. See NOTES, p. 612.

CONSTITUTIONAL LAW—EFFECT OF A CHANGE OF JUDICIAL DECISIONS CONSTRUING A CRIMINAL STATUTE.—A bank cashier was accused of the violation of a statute making it a criminal offence to receive deposit for the bank at a time when the bank's insolvency was known to him. Before the accused committed the act charged, the statute had been pronounced unconstitutional by the highest State court, but before his trial that court in another case had reversed its prior holding and declared the statute constitutional. Since judicial decisions construing criminal statutes should be given a prospective operation, *held,* the accused must be acquitted. *State* v. *Longino* (Miss.), 67 South. 902. See NOTES, p. 609.

CONSTITUTIONAL LAW—EQUAL PROTECTION OF THE LAWS—NEGRO JURORS. —A grand jury entirely composed of white men indicted the defendant, a negro, for the murder of a white person. He was tried and found guilty by a jury of white men. *Held,* the conviction was not a denial of the equal protection of the laws, since no illegality in the selection of the jurors was proved. *State* v. *Smith* (R. I.), 93 Atl. 353.

A negro defendant is denied the equal protection of the laws contrary to the Fourteenth Amendment to the Federal Constitution, when solely by reason of their race and color, negroes are excluded from the grand jury finding the indictment. *Carter* v. *Texas,* 177 U. S. 442. A statute which denies to colored citizens, as such, the right to serve on juries is unconstitutional; and indictment and conviction of a negro by juries selected thereunder is invalid. *Strouder* v. *West Virginia,* 100 U. S. 303. An indictment in an action against a colored defendant should be quashed where it is shown that the names of negroes were excluded from the jury boxes for the purpose of depriving them of participation in jury service, there being negroes in the county competent to serve. *Montgomery* v. *State,* 55 Fla. 97, 45 South. 879; *Farrow* v. *State,* 91 Miss. 509, 45 South. 619. However, an indictment of a negro should not be quashed on the ground of a denial of the equal protection of the laws, by reason of the grand jury's being wholly composed of white persons, when there is no proof that negroes were excluded from the jury by reason of their race. *Brownfield* v. *South Caro-*